

General Terms and Conditions of Purchase

I. General provisions

1. The following terms and conditions shall govern all purchase orders and purchasing contracts with our entrepreneurial customers.

2. Unless we have confirmed deviating agreements in writing, deliveries to us and work performance for us shall be exclusively subject to the following terms and conditions. The supplier's general terms and conditions of sale shall not be recognised. Neither failure to object nor acceptance of or payment for the goods shall constitute acceptance of the supplier's terms and conditions.

II. Offer/Order, prices, payment

1. Only written or telex or electronically submitted orders and agreements are legally binding for us. The order shall be accepted as we have placed it and within a period of 2 weeks.

2. Delivery shall be made on the basis of previously agreed prices. These prices are fixed prices and are not subject to any changes. If prices are not stated or fixed when the order is placed, they shall be quoted to us before the order is executed. These prices shall only become binding with our express written consent.

3. Delivery shall be made DDP (Incoterms 2020), unless otherwise agreed in writing in individual cases. The price includes in particular packaging and shipping. Subsequent claims of any kind are excluded.

4. Payments shall be made in accordance with the individually agreed terms of payment. With the payment we do not waive notices of defects and warranty claims.

5. Our rights of set-off and retention cannot be restricted.

III. Delivery time, delivery

1. Agreed delivery dates are binding.

2. The receipt of the complete and defect-free quantity of goods at the place of receipt or use specified by us shall be decisive for compliance with the delivery date.

3. Shipment shall be made at the expense and risk of the supplier by the shipping method specified by us. One copy each of the delivery notes and / or dispatch notes on the exact contents are to be enclosed with the consignment, stating the order numbers, or sent to us separately immediately by electronic means.

4. Any damage to the goods caused by defective packaging shall be borne by the supplier. The supplier's obligation to take back the packaging shall be governed by the statutory regulations. If special invoicing of the packaging is agreed with the supplier, this shall be credited at full value in the case of freight-free return.

5. Receipt of the goods does not constitute acceptance as performance. The goods shall only be deemed accepted as fulfilment at the time of receipt if we do not object to the goods within 2 weeks after receipt.

6. Delivery more than two weeks before the agreed delivery date is only permitted after prior agreement in writing or text form. In the event of premature delivery without our consent, the goods shall be stored by us at the supplier's expense and risk; payment periods shall only run from the agreed delivery date. We accept partial deliveries only after express agreement.

7. Short or excess deliveries are only permissible for standard goods, but require our express approval if they exceed 10 %.

IV. Default, force majeure

1. The supplier shall notify us of delays immediately after they become known, stating the reasons and the expected duration of the delay. Costly special measures to meet the required delivery dates, which are always at the supplier's expense, must also be notified. If the delivery time is delayed for

reasons for which the supplier is responsible, we shall be entitled to claim damages from the supplier as of the occurrence of the delay.

2. Government measures, riots, strikes, lock-outs, fire, machine breakdowns, bottlenecks in the supply of materials or energy, transport obstructions and other reasons beyond our control which delay normal acceptance shall be deemed to be force majeure and shall entitle us to postpone acceptance accordingly; we shall be obliged to notify the supplier of such circumstances without delay if we have knowledge thereof. If delayed performance is unreasonable for a party due to the aforementioned events, that party shall be entitled to withdraw from the contract.

V. Quality assurance, quality control, liability for defects

1. To ensure the quality of its deliveries, the supplier must maintain a quality management system and must be certified accordingly. Only such parts shall be delivered to us which have previously passed through the aforementioned quality assurance system, have been inspected and whose dimensions, quality and grade have been confirmed to be in accordance with our specifications. All inspection documents shall be kept by the supplier in accordance with the statutory provisions.

2. The supplier warrants that the delivery is free from defects, that it complies with durability and quality guarantees and that the delivery is in accordance with the intended use, the state of the art and the relevant provisions of the authorities and trade associations and does not infringe the rights of third parties.

3. Unless special agreements have been made, screws, nuts, threaded and moulded parts as well as other fasteners shall be delivered in accordance with the technical delivery conditions of the EN/DIN/ISO standards.

4. In the event of defective goods, we may, at our discretion, demand subsequent delivery or rectification of defects in accordance with the statutory provisions. If a reasonable deadline set expires without results, we may withdraw from the contract or demand a price reduction. In exceptional cases, the setting of a deadline is dispensable under the statutory conditions. Our right to claim damages for non-compliance with guarantees or culpable breach of contractual obligations shall remain unaffected. In addition, after the fruitless expiry of a reasonable deadline set by us for subsequent improvement or subsequent delivery and prior notification of the supplier, we may take the necessary measures ourselves at the expense and risk and without prejudice to the supplier's warranty obligation. The limitation period shall start anew for parts newly delivered or repaired by the supplier by way of subsequent delivery.

5. All costs incurred in connection with the fulfilment of the warranty obligation, e.g. for dismantling, assembly, freight, packaging, insurance, customs duties and other public charges, inspections including expert costs, sorting work and technical acceptances shall be borne by the supplier. This shall also apply if additional costs are incurred because the item is no longer located at the original place of performance.

6. The place of delivery and inspection within the meaning of § 377 of the German Commercial Code (HGB) is the place of destination specified by us. A notice of defects received by the supplier within a period of two weeks after arrival at the place of destination shall be deemed timely. In the case of hidden defects, the period shall be two weeks from discovery.

7. Due to the supplier's quality assurance and control, our obligation to inspect incoming goods in accordance with § 377 of the German Commercial Code (HGB) is limited to checking whether the delivered products correspond to the ordered quantity and type, whether there is any externally recognisable transport damage or externally recognisable defects.

8. If the supplier detects deviations of the actual condition from the agreed condition of the products after delivery of the goods, he will inform us immediately about this and about planned remedial measures.

9. The limitation period for claims for defects is 36 months from the transfer of risk. This does not apply if a longer period follows from the law.

10. The supplier shall indemnify us against all claims made against us by third parties - irrespective of the legal grounds - on account of a material or legal defect or any other defect in a product supplied by the supplier and shall reimburse us for the necessary costs of our legal action in this respect.

11. In the event of damage which may be attributable to the delivered goods, the supplier is obliged to grant us and our employees, third parties bound to secrecy and/or authorities access to all product and process-relevant documents, insofar as this access is suitable for determining the cause of the damage and other hazards emanating from the goods. Furthermore, in such cases the supplier undertakes to grant the aforementioned group of persons unrestricted access to the production site during normal business hours and after prior announcement.

12. At our request, the supplier shall issue a certificate of quality for the delivered goods.

VI. General liability, product liability

1. The supplier's liability shall be governed by the statutory provisions. In addition, the following shall apply: If claims are asserted against us due to violation of official safety regulations or due to domestic or foreign product liability provisions due to a defectiveness of the product for which the supplier's delivery is the cause, the supplier shall be obliged to compensate us for the resulting damage, unless he is not responsible for this.

2. Our suppliers are also obliged to us to comply with the provisions of the Minimum Wage Act, insofar as this is applicable. In the event of violations, our suppliers shall be liable to us for any disadvantages.

3. Insofar as product defects are attributable to deliveries or services of upstream suppliers or subcontractors of the supplier, these shall be deemed to be defects of the supplier's product.

4. The supplier shall be liable for the environmental compatibility of the products and packaging materials supplied. He shall be liable for all consequential damages resulting from the violation of his statutory disposal obligations, unless he is not responsible for them.

5. Any further or additional claims shall not be affected by the provisions of this clause.

VII. Processing fees

In the event of delivery of short quantities, wrong deliveries, defective or damaged goods, billing errors and similar delivery failures, internal expenses will be incurred. Such internal work incurred by us shall be remunerated appropriately - we shall determine the appropriate amount at our reasonable discretion, the exercise of which shall be subject to full judicial review.

VIII. Retention of title, secrecy

1. All models, samples, drawings and standard sheets provided to the supplier for the execution of the order shall remain our property and shall be returned in perfect condition without request after completion of the enquiry or order.

2. Our approval of drawings, calculations and other technical documents shall not affect the warranty and guarantee obligations of the supplier with regard to the delivery item. This also applies to suggestions and recommendations made by us.

3. The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information received strictly confidential. He further assures that he will use these documents exclusively for the processing of the order by us and will not use them in further projects. The supplier shall take all reasonable and necessary measures to prevent third parties from gaining knowledge of them and using them. He undertakes to exercise at least the same degree of care for the secrecy of the information transmitted as he does for the secrecy of his own confidential information. Employees and staff shall be separately obliged to maintain secrecy during and beyond the duration of the employment relationship, insofar as they are not already contractually obliged to do so on the basis of their employment contract. The supplier further undertakes to make information requiring secrecy accessible to third parties only with our express prior written consent.

4. The supplier undertakes not to duplicate any documents which he has received from us for the cooperation and to return them to us in full, including

any copies made, without being asked to do so after the end of the cooperation. Any data created and all copies shall be deleted or destroyed from all data carriers. This does not apply insofar as legal obligations require the storage.

5. The obligation to maintain secrecy does not apply to generally known knowledge. Furthermore, it does not include the technical and commercial knowledge of the supplier from the time at which it became publicly known without a breach of contract by the supplier being the cause thereof. Furthermore, it does not apply to developments that are already public knowledge and therefore no longer secret.

6. This obligation of confidentiality shall continue to apply even if the intended contract is not concluded or is terminated. The supplier bears the burden of proof for generally known knowledge and disclosure. Furthermore, he must prove that technical and commercial knowledge has become public knowledge and that he did not cause this.

7. For each case of culpable breach of the duty of confidentiality pursuant to sections VIII 3-6, the supplier shall be obliged to pay a contractual penalty to us to be determined by us at our reasonable discretion. Within the scope of the exercise of discretion, the importance of the breached obligation, the occurred as well as the potential disadvantage to us and the degree of fault of the supplier shall be taken into account in particular. The discretionary decision is fully subject to judicial review. The assertion of a further claim for damages, against which, however, the contractual penalty shall be offset, shall remain unaffected.

IX. Cartel infringement

The supplier undertakes to offer only prices and conditions that are not subject to any cartel. Irrespective of this, it undertakes to comply with all provisions of cartel law. If the Supplier has agreed sales prices or other conditions with a third party with regard to products delivered to us or has made arrangements with the third party in this respect or agreed on territorial and customer divisions, the Supplier undertakes to pay us liquidated damages in the amount of 15% of the order total of the products delivered to us in the period concerned, unless damages in a different amount are proven. The claim for damages shall not accrue if the Supplier's conduct is permissible under the Act against Restraints of Competition (GWB) or the law of the European Union (TFEU).

X. Place of performance, place of jurisdiction, applicable law

1. The place of performance for all obligations arising from this contract is Hamburg.

2. If the supplier has its registered office in the EU or in the European Economic Area or in Switzerland, the following shall apply: The exclusive place of jurisdiction shall be at our registered office if the supplier is a merchant, a legal entity under public law or a special legal fund or has no general place of jurisdiction in Germany.

If, on the other hand, the Supplier is domiciled outside the EU and the European Economic Area and Switzerland, the Arbitration Court of the German Institution of Arbitration (DIS) shall have exclusive jurisdiction over all disputes arising out of and in connection with the contracts concluded under these General Terms and Conditions and shall decide finally and without recourse to the ordinary courts of law. The respondent shall be entitled to counterclaim before the arbitral tribunal. The place of arbitration and the place of hearing shall be Hamburg, the language of the proceedings shall be German. The arbitral tribunal shall strive for procedural and cost efficiency and shall therefore apply the "Rules on the Efficient Conduct of Proceedings in International Arbitration" ("Prague Rules"). In analogous application of sec 139 (1) sentence 1 and sentence 2 of the Code of Civil Procedure, the arbitral tribunal is expressly authorised to discuss the factual and legal aspects of the matter and the dispute with the parties, if necessary, and to ask questions. It shall have the effect of ensuring that the parties make a timely and complete statement of all relevant facts, in particular supplement insufficient information on the facts asserted, provide the evidence and make the relevant submissions. The parties shall also expressly authorise the arbitral tribunal to make settlement proposals at any stage of the proceedings. To the extent that a party may have to reimburse the other party for legal fees in connection with the arbitration proceedings, such fees shall be limited to those billable under the German Lawyers' Fees Act (Rechtsanwaltsvergütungsgesetz, RVG).

3. German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).